

TERMS AND CONDITIONS OF SALE

Innovative Display Solutions Ltd t/as Displaypak

1. General

- a) All references to the "company" refer to Innovative Display Solutions Ltd t/as Displaypak and its subsidiaries and successors in title.
- b) All references to the "Buyer" refer to the individual; firm; partnership or company ordering goods or services from the company.
- c) All reference to "goods" or "services" refer to those goods or services that are the subject matter of the relevant purchase order or contract of sale.
- d) No contract for goods or services will exist between the company and buyer until the company has accepted the Buyers order.
- e) Orders are accepted only upon these Conditions of Sale, and no addition or variation or contradiction thereof (whether contained in the Buyers order or otherwise) shall apply unless it is agreed in writing by an authorised company representative.

2. Quotations

A quotation or estimate does not constitute an offer by the Company and may be altered or withdrawn without notice. The right is reserved to increase prices to cover increases in materials, charges or other incidental costs as at the date of dispatch in the case of goods or completion or in the case of services. Quotations and estimates are valid for 30 days unless stated otherwise.

3. Delivery

Unless otherwise expressly provided in writing by the Company, the point of delivery shall be reached when the goods or services are delivered to the Buyer's premises (ground floor) or to the other premises nominated by the Buyer or are collected by the buyer on behalf of the Buyer.

4. Price and Payment

- a) The prices involved for goods will be those ruling at the date of dispatch and for services will be those ruling at the date of completion of the service. The prices are exclusive of any applicable Value Added Tax.
- b) Current prices for services are available within the Price List which also contains further information which form part of the Terms and Conditions of Sale. Lists are available on request.
- c) The company reserves the right to fix minimum order values and/or to charge a monthly credit account administration fee.
- d) Time of payment shall be of the essence of the Contract and is due no later than 30 days from the date of invoice for the 'Account' customers.
- e) The company reserves the right to charge interest at the rate of 4% over the current base lending rate of its bankers on the total value of all outstanding invoices, from the date when the invoices first became due for payment until full payment is received.
- f) The company reserves the right to charge for deliveries if the order value is below the minimum order value set and published by the company from time to time.

5. Reservation of Title

- a) The goods shall remain the property of the Company until the buyer has paid for them in full and payment has cleared our bank account. Until that time, the Buyer should hold them as bailee, store them in such a way that they can be identified as our property, and keep them separate from your own property and that of any other person.
- b) Although the goods remain the property of the Company until paid for, they shall be at the Buyers risk from the time of delivery and the Buyer shall insure them against loss or damage accordingly.
- c) The Buyers rights to possession of the goods shall cease if:
- The Buyer has not paid for the goods in full by the expiry of any credit period allowed by the Contract
 - The Buyer is declared bankrupt or makes any proposal with creditors for a composition or other voluntary arrangement.
 - A receiver, liquidator or administrator is appointed in respect of the Buyers business.

On cessation of the Buyers rights to possession of the goods in accordance with this clause, the Buyer shall at their own expense, make the goods available to the Company and allow us to repossess them.

d) The Buyer hereby grants the Company, our agents or employees an irrevocable License to enter any premises where the goods are stored in order to repossess them or inspect them at any time.

6. Loss or Damage in Transit

The Buyer will be expected to examine the goods immediately upon delivery. Any claims for short delivery or damage must be made by the Buyer in writing within 7 working days of the delivery date.

7. Cancellation

a) If the Buyer cancels a contract or order, they will reimburse the Company for all costs and expenses incurred up to date of cancellation.

b) The Company shall not be obliged to accept return of the goods incorrectly ordered by the Buyer, but reserves the right to charge a handling fee in any case where it does agree to accept such returns.

c) The Buyer shall be responsible for approving a proof copy of any services provided under contract prior to the commencement of the service. Where the Buyer fails to exercise this right, the service provided will be chargeable in line with clause 4(a).

d) The Buyer shall be responsible for ensuring that the proof copy is colour matched to their requirement prior to the commencement of the Contract. Where the Buyer fails to exercise this right, the service provided will be chargeable in line with clause 4(a).

8. Trade Marks

The Buyer shall indemnify the Company against any claim or liability in respect of any infringements or alleged infringements of a patent, trade names, registered design copyright, copyright or other claims resulting from compliance with the Buyers instructions, express or implied.

9. Waiver

No concession, latitude or waiver made or given by the Company on any occasion shall prevent the Company from exercising its rights under the Contract.

10. Arbitration

Any dispute arising out of or in connection with the Contract shall be submitted to the arbitration of an agreed third party.

11. Force Majeure

The company shall not be liable for any failure to perform any of its obligations to the Buyer if such failure is due directly or indirectly to any cause or circumstance beyond the reasonable control of the Company.

12. Liability

a) The liability of the Company in respect of any claim for loss or damage (not relating to death or personal injury) resulting from any negligence, error, omission or breach of contract shall be limited to the refund of an amount not exceeding the total consideration payable by the Buyer to the company for the goods or services in the respect of which the claim arises.

b) The company will not be liable to compensate the Buyer for any loss or anticipated profits, damage to reputation or goodwill, loss of expected future business, damages, costs or expenses payable by the Buyer to any third party or any other indirect or consequential losses.

13. Legal Provisions

These Terms and Conditions of Sales shall be construed in accordance with English Law.